

**COOPERATIVE AGREEMENT
BETWEEN THE
UNITED STATES ARMY ALASKA
AND
ALASKA DEPARTMENT OF NATURAL RESOURCES,
ALASKA STATE HISTORIC PRESERVATION OFFICER
FOR
CULTURAL RESOURCES MANAGEMENT SERVICES**

1. **SUBJECT.** This COOPERATIVE AGREEMENT (hereinafter referred to as "this agreement") is between the Department of the Army, U.S. Army Alaska (hereinafter referred to as "USARAK") and the Alaska State Historic Preservation Officer (hereinafter referred to as "AKSHPO") for cultural resources management services.

2. **PURPOSE.** The purpose of this agreement is to establish the relationships, responsibilities, and activities to collect, analyze, and apply prehistoric and historic data for optimal management of public lands under control of USARAK. United States Army Alaska manages over 1.6 million acres of public land. As is the case with all government agencies, USARAK must manage its lands in accordance with all preservation laws, such as the National Historic Preservation Act, the Native American Graves Protection and Repatriation Act, the Archaeological Resources Protection Act, etc. Compliance with these regulations requires accurate, current data on the status of the resources on the military installations and application of the data in management decisions. Collecting, analyzing, and applying these data also support the objectives of the Legacy Resource Management Program.

3. **AUTHORITY.** This agreement is entered into under the authority of Public Law 103- 139, Public Law 101-5 11, and Army Regulation (AR) 200-4, Cultural Resources Management.

4. GENERAL PROVISIONS

a. Public Law 103-139 provides in part that:

Notwithstanding the provisions of the Federal Cooperative Grant and Agreements Act of 1977 (31 U.S.C. 6303-6308), the Department of Defense may hereafter negotiate and enter into cooperative agreements and grants with public and private agencies, organizations, institutions, individuals, or other entities to implement the purposes of the Legacy Resource Management Program.

b. This agreement meets the following Legacy Resource Management Program purposes:

(1) To provide for the stewardship of all Department of Defense controlled or managed air, land, and water resources.

(2) To established inventories of all scientifically significant biological, geophysical, cultural, and historic resource assets on Department of Defense lands. In addition to the specific attributes of the asset, these inventories are to catalog their scientific and/or cultural significance, as well as their interrelationship to the surrounding environment, including the military mission carried out on the land upon which they reside.

(3) To establish educational programs designed to increase public appreciation, awareness, and support for these initiatives.

5. OBJECTIVES

- a. The parties may not change the objectives outlined herein without written approval.
- b. The primary objective of this agreement is to provide USARAK, as need may arise, with research support to assist in optimal management of training lands, to minimize restrictions to the military mission due to cultural resource-related constraints, to protect cultural resources on all public and USARAK lands, and to ensure compliance with all preservation laws and regulations.
- c. Specific objectives are as follows:
 - (1) To collect cultural resource data necessary for the sound management of military lands. The land must be maintained in a condition to provide for optimal military training experiences and to protect cultural resources listed in or determined eligible for listing in the National Register of **Historic Places**.
 - (2) To assemble, edit, summarize, analyze, interpret, and apply cultural data to the management of cultural resources on military installations.
 - (3) To assist in the further development of the Integrated Training Area Management program in order to optimize military training opportunities with concomitant protection of the cultural resources on military installations.
 - (4) To maintain a knowledge and appreciation of our collective cultural heritage by developing and implementing methods for conserving the prehistoric and historic cultural resources on public lands and military installations. .
 - (5) To contribute to making the most sound, balanced decisions possible regarding land use and cultural resources management on public lands and military installations by the provision of the best research, data, and analytical tools available.
 - (6) To educate military personnel on the potential cultural resources impacts of their training exercises, suggest ways to prevent or mitigate the impacts, and increase their awareness of the cultural resources on the installation and the need to protect them for future use.
- d. The primary area of research and support to be addressed under this agreement is cultural resources data collection and management.
- e. Cultural resources data collection and management comprise all aspects of cultural resources conservation on public lands and military installations, both prehistoric and historic. Services may include, but not limit to, archaeological and building surveys, archaeological and building inventories, evaluations of archaeological sites and buildings for eligibility to the National Register of Historic Places, excavations, artifact cataloging, preservation and management of collections, development of research designs, predictive modeling, assistance in the implementation of the "Integrated Cultural Resources Management Plan 2000-2004 Fort Wainwright and Fort Greely, Alaska" and the "Integrated Cultural Resources Management Plan 1999-2003 Fort Richardson, Alaska, U.S. Army Alaska," interpretation of Secretary of the Interior's Standards for Rehabilitation and their application to building rehabilitation, development of contract documents for the rehabilitation or stabilization of historic properties, and the administration of construction contracts for the rehabilitation or stabilization of historic properties.

6. RESPONSIBILITIES

- a. U.S. Army Alaska is responsible for protecting, conserving, and restoring environmental, natural, and cultural resources on all Army-administered lands in Alaska.

b. Alaska State Historic Preservation Officer reflects the interests of Alaska and its citizens in the preservation of their cultural heritage and advises and assists Federal agencies in carrying out their section 106 responsibilities. Alaska State Historic Preservation Officer, through the Office of History and Archaeology (OHA) maintains the inventory of prehistoric and historic resources in the State. Alaska State Historic Preservation Officer, through OHA provides contract services to other State and Federal agencies in cultural resources and maintains a staff of qualified individuals to conduct such services. Alaska State Historic Preservation Officer maintains a separation of OHA contract staff and AKSHPO core staff in providing these services to avoid potential conflicts of interest.

c. U.S. Army Alaska is willing to reimburse AKSHPO for providing material, equipment, and technical assistance to accomplish USARAK's conservation mission.

d. Therefore, it is mutually agreed as follows:

(1) U.S. Army Alaska agrees:

(a) To provide technical assistance where available and a general guideline of requirements necessary to carry out and complete the purpose of this agreement.

(b) To develop a scope of work for each project to be accomplished under this agreement.

(c) To issue a delivery order, executed by USARAK contracting officer, obligating funds to accomplish the agreed upon scope of work at an agreed upon price.

(d) To reimburse AKSHPO for any supplies, equipment, travel and personnel services (including salary, benefits, sick and annual leave accrual), direct administrative cost for project procurement, logistical arrangements (travel, housing, utilities, vehicles, conferences, workshops and project reviews), human resources (job searches, processing of employment forms, project-specific personnel issues, time sheets, hourly employees and leave reports), project reports (editing, graphics, publication) program management, and overhead cost at the federally audited rate for AKSHPO of 15% consistent with Office of Management and Budget Circular A-21.

(2) Alaska State Historic Preservation Officer agrees:

(a) To provide technical assistance through employees who have the expertise necessary to carry out the purpose of each issued delivery order and who meet the "Secretary of the Interior's Professional Qualifications Standards" (36 CFR § 61) as an archaeologist, historian, architectural historian, or historic architect as specific assistance may require. The assistance will include, but is not specifically limited to: (a) collecting cultural resources data necessary for the sound management of military lands; (b) assembling, editing, summarizing, analyzing, interpreting, and applying resource data to the management of cultural resources; (c) developing methods for preserving prehistoric and historic cultural resources; (e) identifying potential impacts to cultural resources and appropriate preventive measures, and mitigating their damage if occurred, and (f) performing building condition assessments and rehabilitation/stabilization plans.

(b) To enter into consulting agreements or subcontracts with other qualified agents who have the expertise to assist in the execution of each issued delivery order.

(c) To purchase equipment, software, and materials and provide maintenance and repair of equipment that is required to carry out the purpose of each issued delivery order. The equipment purchased under this agreement will be used to satisfy the objectives of this agreement. United States Army Alaska will reimburse AKSHPO for the purchase price of required equipment and material and cost of the maintenance and repair of said equipment necessary for project completion. Equipment and

material purchased under this agreement shall become the property of **USARAK** at the completion of work undertaken pursuant to this agreement.

(d) To bill **USARAK** monthly on a reimbursable basis for costs as provided under the terms of this agreement and individual delivery order. Billing statements should be addressed to:

Directorate of Public Works
730 Quartermaster Road
ATT-N: APVR-RPW-EV
Fort Richardson, Alaska 99505-6500

(3) Both parties agree:

(a) That each party will assign a project officer and that a meeting between the assigned project officers or their designated representatives shall take place no later than 10 days after issuance of a delivery order by **USARAK** contracting officer. Other meetings will be held as requested by either party. **It** is understood by both parties that available funding is not guaranteed and that no work can be started until issuance of a delivery order.

(b) That **USARAK** will have final authority to identify and prioritize projects.

(c) That **USARAK** will have complete and free access to all data generated under this agreement.

(d) That the Comptroller General of the United States, the **USARAK** contracting officer, or their duly appointed representatives, or cognizant audit agency shall have access to all directly pertinent books, documents, papers, and records relating to **USARAK's** and **AKSHPO's** engagement in the performance of duties or involving an transactions relative to this agreement.

(e) That publication rights in academic journals and/or technical reports relating to the work undertaken pursuant to this agreement shall be shared jointly between **AKSHPO** and **USARAK** personnel or singly by permission of the other cooperator. Publication of any reports or parts thereof by **AKSHPO** personnel shall be subject to review, comment and authorization by **USARAK**. Appropriate credit shall be given to the Department of Defense in any formally published article, providing that **USARAK** does not determine that the issuance of a disclaimer is appropriate. The intent is that the knowledge learned be shared with others to assist in research and applied applications of procedures developed during this project.

(f) All activities pursuant to this agreement shall be in compliance with all applicable laws and regulations, which prohibit discrimination on the basis of race, color, religion, sex, national origin, age, or disability.

(g) It is the expectation of the parties that all obligations of **USARAK** under this agreement will be fully funded. Any requirement for the payment or obligations of funds by **USARAK** under the terms of this agreement shall be subject to the availability of funds. No provision herein shall be interpreted to require obligation of payment of funds in violation of any statute.

7. **PERIOD OF PERFORMANCE.** This agreement shall be effective upon the later signature and date entered below and shall remain in effect until September 30, 2005.

8. **PROJECT OFFICERS**

a. United States Army Alaska Project Officer is:

Mr. Douglas W. Johnson
Chief, Environmental Resources Department

Mailing Address

Director of Public Works
730 Quartermaster Road
ATTN: APVR-RPW-EV (D. Johnson)
Fort Richardson, AK 99505-6500
Phone: (907)384-3003
Fax: (907)384-3047

- b. Alaska State Historic Preservation Officer Project Officer is:

Ms. Judith E. Bittner
State Historic Preservation Officer

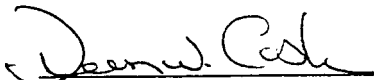
Mailing Address

Department of Natural Resources
Division of Parks and Outdoor Recreation
Office of History and Archaeology
550 West 7th Avenue, Suite 1310
Anchorage, AK 99501-1365
Phone: (907)269-87 15
Fax: (907)269-8908

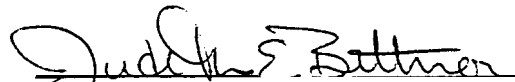
9. MODIFICATIONS/TERMINATION

- a. Either party may terminate this agreement by providing written notice to the other party 60 days in advance of the proposed termination date. This agreement may be modified at any time by mutual consent as long as the modification is reduced to writing and signed by both parties.
- b. Should AKSHPO be unable to complete the project, all unexpended monies shall be returned to USARAK.

10. SIGNATURE/APPROVAL. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date herein written.


DEAN W. CASH
Major General, USA
Commanding

8 June 2000
Date


Judith E. Bittner
Alaska State Historic Preservation Officer

June 14, 2000
Date